

**Evander Livingston
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Miami, Florida 33150
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FILED BY ~~11/11/2023~~ D.C.
MAR 17 2023
ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

**Evander Livingston,
Plaintiff,
vs.
Equifax, Inc.,
And
Experian Information Solutions, Inc.
Defendant(s).**

Case No.:

CLAIM FOR VIOLATIONS OF:

(1) FAIR CREDIT REPORTING ACT (15 U.S.C. § 1681 et seq.)

Demand for Jury Trial

ORIGINAL CLAIM

TO THE HONORABLE UNITED STATES DISTRICT JUDGE

NATURE OF ACTION

(1) COMES NOW, Plaintiff, Evander Livingston (“Plaintiff”), hereby sues Defendant(s), Equifax, Inc., (hereinafter “Equifax” or “Defendant(s)”; and Experian Information Solutions, Inc., (hereinafter “Experian” or “Defendant(s)”; for violations of 15 U.S. Code § 1681. (hereinafter “FCRA”), by way of admission to FALSE statements, inaccurate and unfair credit reporting,

1 failure to follow reasonable procedures to ensure maximum possible accuracy of the information
2 concerning the individual, failure to DELETE inaccurate information, failure to obtain
3 permissible purpose, negligent noncompliance, willful noncompliance of the “FCRA”. Plaintiff
4 is hereby entitled for relief for Defendant(s) failure to comply with the requirements imposed
5 under the “FCRA” pursuant to 15 U.S. Code § 1681n and 15 U.S. Code § 1681o.

6 (2) Plaintiff was denied credit by Ally Bank, AmeriCredit, Capital One Auto Finance, dated on
7 January 14, 2023 due to Plaintiff “Equifax” and “Experian” Consumer Report.

8 (3) Defendant(s) caused discriminatory acts to be taken upon Plaintiff such as credit denials by
9 banks and other creditors for credit products. Plaintiff hereby claim harm by way of trespass, in
10 addition to suffer intentional infliction of emotional distress, humiliation, defamation, including
11 denials of credit, embarrassment, loss credit opportunities, damage to reputation.

12 (4) Plaintiff hereby seeks to recover monetary relief for actual and statutory damages in
13 addition to punitive damages for Defendant(s) violations of the “FCRA” pursuant to 15
14 U.S. Code § 1681n(a)(A)(2) and 15 U.S. Code § 1681o(a)(1)(2).

17 18 19 JURISDICTION AND VENUE

20 (5) This Court has jurisdiction pursuant to the United States federal law title 28 U.S. Code §
21 1331, and 15 U.S. Code § 1681p. The venue is hereby proper before this honorable U.S.
22 District Court pursuant to the United States federal law title 28 U.S. Code § 1331(a)(1)
23 because all tortious conduct arise to the claim occurred in this district, where Plaintiff
24 resides, and/or where Defendant(s) transacts business in this district, venue lies properly
25 in this U.S. District Court. The Courts shall be open to every person for redress of any
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injury, and justice shall be administered without sale, denial or delay pursuant to the Florida Constitution article I Section 21.

(6) "All courts in the State shall be open, so that every person for any injury done him in his lands, goods, person or reputation shall have remedy, by due course of law, and right and justice shall be administered without sale, denial or delay" pursuant to the Florida Constitution of 1885.

PARTIES

(7) Plaintiff, Evander Livingston (“Plaintiff”), is a natural person over the age 18 who is sui juris and resides in Miami-Dade County.

(8) Plaintiff is a natural consumer as defined by the "FCRA" (15 U.S.C § 1681a(c)).

Defendant(s), (“Equifax, Inc.” and (“Experian Information Solutions, Inc.”) is an entity who regularly engages in whole or in part in the practice of assembling or evaluating consumers for the purpose of furnishing consumer reports to “third parties”, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports as defined by the United States federal law title 15 U.S. Code § 1681a(f).

ALLEGATIONS OF FACT

(9) The cause of this civil action by Plaintiff, Evander Livingston, suing Defendant(s) "Equifax" and "Experian" for 1) violations of the Fair Credit Reporting Act, by way of

1 admission by Defendant(s) failing to follow reasonable procedures to assure maximum
2 possible accuracy of the information concerning the individual about whom the report
3 relates pursuant to 15 U.S. Code § 1681e(b), 2) for inaccurate and unfair credit reporting
4 pursuant to 15 U.S. Code § 1681(1), 3) for failure to obtain permissible purpose
5 pursuant to 15 U.S Code § 1681b(a)(2)(3), 4) for failing to comply with the “FCRA”
6 reinvestigation regarding the accuracy of information contained in Plaintiff’s Consumer
7 Report. Defendant(s) are hereby in violation of the “FCRA” pursuant to 15 U.S. Code §
8 1681i, 5) for willful noncompliance pursuant to 15 U.S. Code §1681n, and 6) negligent
9 noncompliance pursuant to 15 U.S. Code § 1681o.

10 (10) On or about March 18, 2022, Plaintiff requested his Consumer Report from
11 Defendant(s) which Plaintiff received said Consumer Report on or about March 28,
12 2022 and Plaintiff noticed inaccuracies of the information in his Consumer Report.
13 Dated on April 1, 2022, Plaintiff immediately wrote a hand-written letter to
14 Defendant(s) “Equifax” at that time business name “Equifax Information Services,
15 LLC.” via certified mail giving instructions to Defendant(s) to DELETE account(s) from
16 his Consumer Report/file. See Exhibit “A”. In addition, Plaintiff made it clear and
17 concise to Defendant(s) that failure to comply with written instructions will result in
18 Defendant(s) being fined \$1,000 (PER) account pursuant to section 1681n of the
19 “FCRA”. Dated on April 12, 2022, “Experian” received Plaintiff’s written instructions,
20 and dated on April 13, 2022, “Equifax” received Plaintiff’s written instructions.
21 Defendant(s) willfully failed to comply with Plaintiff’s written instruction. See Exhibit
22 “A” attached with Plaintiff hand-written instructions/letter with the United States Postal
23 Service (USPS) Tracking Information 1 of 4 pages attached (Exhibit “A”).
24

1 (11) Plaintiff hereby claims Defendant(s) are in negligent noncompliance of the
2 requirements imposed of the “FCRA” pursuant to 15 U.S. Code § 1681o, by way of
3 Defendant(s) failure to follow reasonable procedures to ensure maximum possible
4 accuracy of Plaintiff’s Consumer Report/file pursuant to 15 U.S. Code § 1681e(b).
5 Plaintiff claims Defendant(s) in violation of the “FCRA” by way of failure to “DELETE
6 inaccurate information” pursuant to 15 U.S. Code § 1681i(5)(A)(i).

7 (12) Dated on January 14, 2023, Plaintiff was at a local car dealership, HGreg Miami,
8 Inc., located at 8101 NW 7TH Ave Miami, Florida 33150 and applied for a credit
9 application to obtain a Motor Vehicle (2019 Kia Stinger GT) and was denied credit by
10 Ally Bank, AmeriCredit, Capital One Auto Finance due to Plaintiff’s Consumer
11 Report/file reported by Defendant(s). See Exhibit “B” (attached with denial letters by
12 Ally Bank, AmeriCredit, Capital One Auto Finance 1 of 3 pages attached Exhibit “B”).
13 Defendant(s) hereby failed to comply with the requirements imposed under the “FCRA”
14 by way of providing Plaintiff’s Consumer Report/file without determining whether any
15 of said companies, had permissible purpose to obtain Plaintiff’s Consumer Report/file.
16 Plaintiff hereby claims “Equifax” and “Experian” has willfully violated title 15 U.S.
17 Code § 1681b(a)(2) of the Fair Credit Reporting Act.

18 (13) Plaintiff has suffered actual damages and will continue to suffer arising from the
19 denials of credit, all which has caused intentional infliction of emotional distress,
20 humiliation, defamation, discriminatory acts, and embarrassment to Plaintiff.

21 (14) Due to the credit denials, and Plaintiff knowing the information in his Consumer
22 Report/file are in fact, inaccurate, dated on January 21, 2023 Plaintiff notified
23 “Experian” through the federal agency Consumer Financial Protection Bureau (CFPB),
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1 giving Defendant(s) written instructions again to “DELETE inaccurate information”,
2 and DEMANDED Defendant(s) to UPDATE the account(s) in Plaintiff’s Consumer
3 Report/file to “PAID AS AGREED” and Plaintiff stated in the notice that “there should
4 not be ANY late payments for any purpose” pursuant to 15 U.S. Code § 1666b of the
5 Fair Credit Billing Act for said account(s) in Plaintiff Consumer Report/file. See Exhibit
6 “C” (attached with (CFPB) Complaint and Plaintiff’s hand-written letter 1 of 3 pages
7 attached Exhibit “C”). In addition, Plaintiff notified “Equifax” the following day via
8 Consumer Finance Protection Bureau to UPDATE said account(s) in Plaintiff’s
9 Consumer Report. See Exhibit “D” 1 of 4 pages attached. Plaintiff, repeats and hereby
10 claims Defendant(s) willfully failed to comply with the requirements imposed under the
11 “FCRA” by way of failing to follow reasonable procedures to assure maximum possible
12 accuracy pursuant to 15 U.S.C § 1681e(b), and failure to “DELETE inaccurate
13 information” pursuant to 15 U.S.C. § 1681i(5)(A)(i). Defendant(s) CONSISTENT
14 willful noncompliance, negligent noncompliance is causing intentional infliction of
15 emotional distress to Plaintiff, due to the information in Plaintiff Consumer Report/file
16 is in fact inaccurate, consistent credit denials and no justice is being served by
17 defendant(s) violations of the “FCRA”. Plaintiff has disputed the same information on
18 sperate occasions numerous of times, and the information in Plaintiff’s Consumer
19 Report/file remains inaccurate. Plaintiff prays for monetary relief and remedy for
20 damages by way of Defendant(s) willful noncompliance, and negligent noncompliance
21 of the “FCRA”. Plaintiff claims the furnishers failed to comply with the requirements of
22 15 U.S.C. §1681s-2 by way of furnishing inaccurate information after it being notified
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1 by the consumer as required by the “FCRA” and defendant(s) failed to comply with 15
2 U.S. Code § 1681e(b), 15 U.S. Code § 1681i by way of failing to follow reasonable
3 procedures, and failing to DELETE inaccurate information reporting to Plaintiff’s
4 consumer report, all which has caused actual damages by way of credit denials.
5

6 (15) Dated on February 23, 2023 Plaintiff notified the furnisher “Santander Consumer
7 USA, Inc.”, via certified mail giving notice that the information in Plaintiff’s Consumer
8 Report/file is in fact, inaccurate pursuant to 15 U.S. Code § 1681s-2(B)(i)(ii). See
9 Exhibit “E” attached with U.S. Postal Service (USPS) Tracking information 1 of 3 pages
10 attached with Plaintiff’s Consumer Report from “Experian” highlighted with alleged
11 violations. See Exhibit “E”. Plaintiff quotes, in letter mailed to “Santander Consumer
12 USA, Inc.” the furnisher, “A person shall NOT furnish information relating to a
13 consumer to any consumer reporting agency if (1) the person has been notified by the
14 consumer, at the address specified by the person for such notices, that specific
15 information is inaccurate and (2) the information is, in fact, inaccurate” pursuant to 15
16 U.S. Code § 1681s-2(i)(ii).

17 (16) According to the Fair Credit Reporting Act “Any person who knowingly and
18 willfully obtains information on a consumer reporting agency under false pretenses shall
19 be fined under title 18, imprisoned for not more than 2 years, or both” pursuant to 15
20 U.S.C. § 1681q. Plaintiff repeats, Defendant(s) has a duty and procedures to follow as
21 required by the “FCRA” pursuant to 15 U.S.C. § 1681e(b) and Defendant(s) has
22 willfully failed to follow reasonable procedures to assure maximum possible accuracy of
23 the information concerning the individual about whom the report relates.
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1 (17) Dated on February 03, 2023 “Experian” mailed “dispute results” as required by
2 “FCRA” to Plaintiff, and dated on February 06, 2023 “Equifax” mailed “dispute results”
3 of the disputed information Plaintiff disputed via (CFPB) after being denied credit by
4 Ally Bank, AmeriCredit, Capital One Auto Finance dated on January 14, 2023. See
5 Exhibit “F” 1 of 2 pages attached. In addition, “Equifax” mailed the disputed result to
6 Plaintiff dated February 06, 2023. See Exhibit “G” 1 of 3 pages attached. The results of
7 Defendant(s) reinvestigation of the information in Plaintiff’s Consumer Report/file
8 remains in fact, inaccurate as of this day dated March 17, 2023. Plaintiff strongly
9 disagrees with the results of “Equifax” and “Experian” reinvestigation. Plaintiff hereby
10 claims frustration, and emotional distress due to disputing the same information
11 consistently and defendant(s) failure to comply with the requirements of the “FCRA”.
12 “Equifax” and “Experian” inaccurate credit reporting causing Plaintiff not to be able to
13 pursue happiness in life as defined by the Florida Constitution Article I Section 2 by
14 way of Defendant(s) are the cause of Plaintiff being denied credit, discriminatory acts to
15 be taken upon Plaintiff due to Defendant(s) inaccurate and unfair credit reporting.
16 Defendant(s) willfully failed to conduct a reasonable reinvestigation and correct the
17 inaccurate information after approximately 1 year of Plaintiff disputing the same
18 information over and over again. Plaintiff gave up disputing the information, and claims
19 he will continue to suffer intentional infliction of emotional distress, humiliation,
20 defamation, and embarrassment due to Defendant(s) negligent noncompliance, willful
21 noncompliance of the “FCRA” in addition to Plaintiff’s Consumer Report defines as his
22 reputation as defined by 15 U.S.C. § 1681a(d)(1) which Defendant(s) directly and
23 indirectly continue to damage and ruin Plaintiff reputation by way of inaccurate and
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1 unfair credit reporting. Plaintiff now bring this civil action lawsuit to this honorable U.S.
2 District Court against Defendant(s) “Equifax” and “Experian” for violations of the
3 “FCRA” by way of failure to comply with the requirements imposed under the Fair
4 Credit Reporting Act, pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Plaintiff
5 are hereby entitled for monetary relief.

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8 **FIRST CLAIM FOR RELIEF**

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10 **(FCRA – 15 U.S.C. § 1681n)**

11 (18) Plaintiff, repeats and re-alleges paragraph 1-17 as if fully set forth herein.
12 “Equifax” and “Experian” willfully failed to comply with the requirements imposed under
13 the FCRA, 15 U.S.C. § 1681 et., including but not limited to:
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- 15 a) failing to follow reasonable procedures to assure maximum possible accuracy of
16 the information in consumer report, as required by 15 U.S.C § 1681e(b);
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- 18 b) failing to comply with the reinvestigation requirements pursuant to 15 U.S.C. §
19 1681i;
- 20 c) providing plaintiff’s credit file to companies without determining that the
21 companies had permissible purpose to obtain plaintiff’s credit file pursuant to 15
22 U.S.C. § 1681b and
- 23 d) Inaccurate credit reports and unfair credit reporting pursuant to 15 U.S.C. § 1681.

24 (19) As a result of “Equifax” and “Experian’s” violations of the Fair Credit Reporting
25 Act, Plaintiff has suffered, continues to suffer, and will suffer future damages,
26 intentional infliction of emotional distress, worry, anxiety, frustration, embarrassment,

humiliation, defamation, including denial of credit, lost credit opportunities, damage to reputation, all to his damages, in an amount to be determined by the jury.

(20) Plaintiff is entitled to actual punitive damages in an amount to be determined by the jury pursuant to 15 U.S.C. § 1681n(2)

(21) Plaintiff is entitled to actual damages in an amount to be determined by the jury in addition to statutory damages in an amount to be determined by the jury pursuant to 15 U.S.C. § 1681n.

(22) Plaintiff is entitled to his attorney fees, pursuant to 15 U.S.C. § 1681n(a).

SECOND CLAIM FOR RELIEF

(23) Plaintiff realleges paragraphs 1-17 as if fully set forth herein.

(24) "Equifax" and "Experian" negligently failed to comply with the requirements imposed under the Fair Credit Reporting Act, including but not limited to:

a) Failing to follow reasonable procedures to assure maximum possible accuracy of the information in Consumer Report, as required by 15 U.S.C. § 1681e(b).

b) Failing to comply with the reinvestigation requirements pursuant to 15 U.S.C. § 1681i.

- c) Providing plaintiff's credit file to companies without determining that the companies had permissible purpose to obtain plaintiff's credit file pursuant to 15 U.S. Code § 1681b and

d) Inaccurate credit reports and unfair credit reporting pursuant to 15 U.S. Code 1681

As of the results of “Equifax” and “Experian’s” violations of the Fair Credit Reporting Act, plaintiff has suffered, continues to suffer and will suffer future damages, intentional infliction of emotional distress, worry, anxiety, frustration, embarrassment, humiliation, defamation, including denial of credit, lost credit opportunities, damage to reputation, all to his damages, in an amount to be determined by the jury.

(25) Plaintiff is hereby entitled to actual damages in an amount to be determined by the jury.

(26) Plaintiff is entitled to his attorney fees, pursuant to 15 U.S.C. § 1681o(a)(2).

PRAYER

Plaintiff hereby demands a jury trial on all claims. Wherefore Plaintiff Evander Livingston prays for a judgment as follows:

1. On Plaintiff's first Claim for relief willful violations of the FCRA against Defendant(s) "Equifax" and "Experian":
 - a) Actual damages in an amount to be determined by the jury;
 - b) Punitive damages in an amount to be determined by the jury; and
 - c) Statutory damages as determined by the Court; and
 - d) Attorney fees and cost.
2. On Plaintiff's Second Claim for relief for negligent violations of the FCRA against Defendant(s) "Equifax" and "Experian":
 - a) Actual damages in an amount to be determined by the jury;
 - b) Attorney fees and costs.

3. On all Claims for Relief, cost and expenses incurred in this action.

Dated this 17th day of March, 2023.

Evander Livingston
Plaintiff
Email: EvanderLivingston@gmail.com
Telephone: (786)855-8329

AFFIDAVIT OF TRUTH

I, the undersigned, being duly affirmed, do hereby state under oath and under the penalty of perjury that the following facts are true to the best of my knowledge:

Fact to all, I am that I am, affiant, the consumer in fact, natural living person, Evander Livingston, whereas, over the age 18 who is sui juris and resides in Miami-Dade County.

Fact, "Equifax, Inc." and "Experian Information Solutions, Inc., is a "consumer reporting agency" means any person which for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information on consumers for the purpose of furnishing consumer reports to "third parties" and which uses any means or facility of interstate commerce as defined by 15 U.S.C. § 1681a(f).

Fact, affiant written handwritten letters to defendant(s) "Equifax" and "Experian" to delete inaccurate information from affiant credit profile stating defendant(s) will fine \$1,000 (per) account by failing to comply. In fact, "Experian" received affiant handwritten letter dated April 12, 2022 via U.S. Postal Service Certified Mail and willfully failed to comply, and "Equifax" received affiant handwritten letter via U.S. Postal Service Certified Mail dated on April 13, 2023 and willfully failed to comply with affiant written instructions pursuant to 15 U.S. Code § 1681n. See Exhibit "A"1 of 4 pages with U.S. Postal Service Certified Mail Information attached. Exhibit "A".

Fact, affiant was denied credit at car dealership HGreg Miami, Inc., dated on January 14, 2023 by Ally Bank, AmeriCredit, and Capital One Auto Finance due to part or whole of information in affiant "Equifax" and "Experian" Consumer Report. "Equifax" and "Experian" failed to comply with the requirements imposed of the Fair Credit Reporting Act pursuant to 15 U.S.C. § 1681b(a)(2)(3) by way of providing affiant's Consumer Report to companies without determining any of those companies had permissible purpose to obtain affiant's Consumer Report. See Exhibit "B" with denial letters by Ally Bank, AmeriCredit, Capital One Auto Finance.1 of 3 pages attached. Exhibit "B".

Fact, dated on January 21, 2023 affiant wrote a handwritten letter to "Experian" via Consumer Finance Protection Bureau (CFPB) dated 01/24/2023 to remove inaccurate information in affiant Consumer Report after being denied credit by Ally Bank, AmeriCredit, and Capital One Auto Finance, dated on January 14, 2023. In fact, "Experian" failed to follow reasonable procedures pursuant to 15 U.S.C. § 1681e(b) See Exhibit "C" 1 of 3 pages with affiant handwritten letter and (CFPB) Complaint to "Experian"1 of 3 pages attached. Exhibit "C".

Fact, dated on January 21, 2023 affiant wrote a handwritten letter to "Equifax" and submitted via Consumer Finance Protection Bureau (CFPB) dated 01/24/2023 to remove inaccurate information in affiant Consumer Report after being denied credit by Ally Bank, AmeriCredit, and Capital One Auto Finance, dated on January 14, 2023. In fact, "Experian" failed to follow reasonable procedures pursuant to 15 U.S.C. § 1681e(b) See Exhibit "D" 1 of 4 pages with affiant handwritten letter and (CFPB) Complaint to "Equifax" attached. Exhibit "D".

Fact, dated on February 22, 2023 affiant notified the furnisher “Santander Consumer USA Inc.” as required by the Fair Credit Reporting Act that the information being reported to affiant consumer report is in fact, inaccurate pursuant to 15 U.S.C. § 1681s-2(a)(A)(B)(i)(ii), in fact, affiant attached 1 of 3 pages and mailed his “Experian” consumer report highlighted with violations to the furnisher See Exhibit “E” 1 of 3 pages with U.S. Postal Service Certified Mail Tracking Information attached. Exhibit “E”.

Fact, dated on February 03, 2023 “Experian” mailed affiant the results of the disputed information. The information in affiant’s Consumer Report remains, in fact, inaccurate, pursuant to 15 U.S.C. § 1681s-2(B)(ii). See Exhibit “F” with “Experian” Dispute Results. 1 of 2 pages attached. Exhibit “F”.

Fact, dated on February 06, 2023 “Equifax” mailed affiant the results of the disputed information. The information in affiant’s Consumer Report remains, in fact, inaccurate, pursuant to 15 U.S.C. § 1681s-2(B)(ii). See Exhibit “G” with “Equifax” Dispute Results 1 of 3 pages attached. Exhibit “G”.

Fact, “Experian” and “Equifax” failed to comply with the requirements imposed of the Fair Credit Reporting Act by way of failing to follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates pursuant to 15 U.S.C. § 1681e(b).

Fact, affiant has disputed the same information with defendant(s) “Equifax” and “Experian” over 10 times and defendant(s) failed to conduct reasonable reinvestigation and correct inaccurate information pursuant to 15 U.S. Code § 1681i, and the information remains in fact, inaccurate.

Fact, Equifax, Inc. and Experian Information Solutions, Inc. “defendant(s)” negligent noncompliance and willful noncompliance cause Evander Livingston “plaintiff” emotional distress, frustration, and humiliation.

Fact, if after any reinvestigation of any information disputed by a consumer, an item of information is found to be inaccurate, or incomplete or cannot be verified the consumer reporting agency shall promptly delete that item of information from the file of the consumer as pursuant to 15 U.S.C. § 1681i(5)(A)(i).

Fact, any consumer reporting agency may furnish a consumer report under the following circumstances and no other, in accordance with the written instructions of the consumer to whom it relates pursuant to 15 U.S.C. § 1681b(a)(2).

Fact, any person who is negligent in failing to comply with any requirement imposed under the Fair Credit Reporting Act with respect to any consumer is liable to that consumer in an amount equal to the sum of, any actual damages sustained by the consumer as a result of the failure pursuant to 15 U.S.C. § 1681o(a)(1).

Fact, any person who willfully fails to comply with any requirement imposed under the Fair Credit Reporting Act with respect to any consumer is liable to that consumer in an amount equal to the sum of any actual damages sustained by the consumer as pursuant to 15 U.S.C. § 1681n(a)(A).

Fact, all natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty to pursue happiness, to be rewarded for industry and to acquire, possess and protect property. No person shall be deprived of any right because of race, religion, national origin or physical disability pursuant to the Florida Constitution Article I section 2.

Fact, the courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay pursuant to the Florida Constitution Article I section 21.

Fact, whoever under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for punishment of citizens, shall be fined under this title or imprisoned not more than one year or both pursuant to 18 U.S. Code § 242.

I affirmed to all information provided herein, under the penalty of perjury, that the information I affirmed to be true, correct, and accurate to the best of my knowledge, so be it.

County of Miami-Dade
State of Florida

Ed
Evander Livingston

Subscribed and affirmed to before me on the 17 day of March, 2023

By Evander Livingston, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Chase A Lalani



Notary

My commission expires: Who Provided FDL# L152 — 378-C

Date: 04/04/22

Exhibit "A"

1 of 4 Pages

Evander Livingston

8324 NW 5th Ct Miami, FL 33150

Experian

PO Box 9701

Allen, TX 75013

TO Whom it May Concern, YOU BROKE THE LAW!!!!

Pursuant to 15 USC 1681b(a)(2), I Evander Livingston, a consumer, never gave Experian to furnish my information!!!

Pursuant to 15 USC 1681b(a)(2) You must Comply with my written instructions.

I, Evander Livingston, consumer, Pursuant to 15 USC 1681b(a)(2), Made written instructions according to 15 USC 1681b(a)(2) to Experian how my informations must be reporting in the following Account(s) mentioned Needs to be Permanently deleted

(1) Capital One Partial Acct # 414709854806....

(2) RC/Resurgent Receivables Partial Acct # 444796247455....

(3) Discover Bank Partial Account # 601100452654....

(4) OPENSKY CBNK Partial Acct # 462192200165....

Pursuant to 15 USC 1666b, Self Financial/Lead Bank Partial Acct # 1066 needs to be UPDATED AS ON TIME and no late payments.

Pursuant to 15 USC 1681b(a)(2), You will be fined \$1,000 (per) Account failing to Comply with my written instructions pursuant to 15 USC 1681n(a)(A)(B)

Best Regards.

[Livingston: Evander Agent/Beneficiary]

Without Prejudice, All natural inalienable Rights Reserved.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

7021 2720 0002 7949 3018

Certified Mail Fee	\$3.75
Extra Services & Fees	\$0.00
<input type="checkbox"/> Return Receipt (Microcopy)	\$0.00
<input type="checkbox"/> Return Receipt (Electronics)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees \$4.53	
EXPERIAN	
6001 Rockwell Street, Allen, TX 75013	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4	

04/07/2022

PS Form 3800, April 2015 www.usps.com 58

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mail piece or on the front if space permits. <p>1. Article Addressed to:</p> <p>EXPERIAN PO BOX 9701 Allen, TX 75013</p> <p>9590-9402-6985-1225-6562-26</p> <p></p>		<p>A. Signature</p> <p>X</p> <p>B. Received by (Printed Name)</p> <p>EXPERIAN</p> <p>04/07/2022</p> <p>C. Date of Delivery</p> <p>7021 2720 0002 7949 3018</p> <p>APR 12 2022</p> <p><i>Signatures</i></p> <p>D. Service Options</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. <small>Handwritten from service label</small></p> <p>7021 2720 0002 7949 3018</p> <p>Retired Delivery</p>			

PS Form 98-11, July 2020 PSN 7630-02-000-5053

Domestic Return Receipt

Date: 04/01/22

Exhibit "A"

Evander Livingston

8324 NW 5th CT Miami, FL 33150

3 OF 4 Pages

Equifax information services LLC

P.O BOX 105139

Atlanta, GA 30348-5069

TO Whom it may concern, pursuant to 15 USC 1681b(a)(2),
You must comply with my written instructions, and failure to
comply pursuant to 15 USC 1681n(a)(A)(B) You will be fined
\$1,000 (per) Account, with this being understood, delete the following
Account(s)

1. Capital One Bank NA Account Number 414709854806*
2. Resurgent Receivables LLC Account Number 444796247455*
3. Yamaha Motor Finance Corp Account Number 577981010269*
4. Discover Bank Account Number 601100452654*
5. OpenSky Capital Bank NA Account Number 462192200165*
6. First Progress Card Account Number 544303000902*

Equifax information services LLC will be fined failing to comply
With my written instructions pursuant to 15 USC 1681b(a)(2).

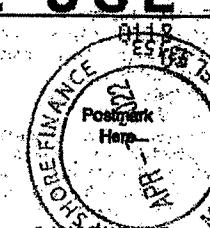
The Account(s) mentioned above must be permanently deleted,
unless I made written instructions to do otherwise.

Best Regards,

(Livingston, Evander [Agent/Beneficiary])

Without Prejudice, All Natural inalienable Rights Reserved.

Exhibit "A"

7021 2720 0002 7949 3001		Entered 07/15/2023 10:20:23 Page 19 of 30	
CERTIFIED MAIL® RECEIPT			
<i>Domestic Mail Only</i>			
For delivery information, visit our website at www.usps.com			
OFFICIAL USE			
Certified Mail Fee <input checked="" type="checkbox"/> \$ 3.75 <input type="checkbox"/> \$ 7.00 Extra Services & Fees (check box add fee or appropriate) <input type="checkbox"/> Return Receipt (Handcopy) <input type="checkbox"/> Return Receipt (Electronic) <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery			
Postage <input type="checkbox"/> \$ 0.78 Total Postage and Fees <input type="checkbox"/> \$ 7.58			
Sent To: Equifax Information Services, LLC Street and Apt. No. or PO Box No. PO Box 740741 Atlanta, GA 30374 City, State, ZIP+4			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece or on the front if space permits. 		<p>1. Article Addressed to:</p> <p>7901 Peachtree Rd NE Atlanta, GA 30325</p> <p>PO Box 790201</p> <p>Atlanta, GA 30374</p> <p>2. Article Number / Transfer from service label:</p> <p>7021 2720 0002 7949 3001</p> <p>Priority Mail</p>	
		<p>4. Signature</p> <p>X</p>	<p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>
		<p>5. Received by (Printed Name)</p> <p>William Allen</p>	<p>6. Date of Delivery</p> <p>APR 13 2022</p>
		<p>7. Is delivery address different from item 1?</p> <p>If YES, enter delivery address below:</p> <p>PO Box 790201</p>	
		<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
		<p>8. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail® Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

Ally Bank
PO BOX 1048
HARTFORD CT 06143

Exhibit "B"

1 of 3 Pages

EVANDER LIVINGSTON
8324 NW 5TH CT
MIAMI, FL 33150

January 28, 2023

1-877-401-2559
Application Number 1126513525



260641-010361

We were recently informed by H Greg Miami, Inc., 8101 Nw 7th Ave, Miami, FL, 33150-2712 that it was considering the credit sale or lease of a 2019 KIA STINGER to you and asked whether we would be prepared to accept your obligation if the transaction was completed.

We must regretfully inform you that we were not agreeable to handling the proposed transaction.

Our decision was based in whole or in part on information in a report from the credit reporting agency (or agencies) listed below:

Applicant TransUnion	P.O. Box 1000	Chester	PA	19022	800-888-4213
Applicant Experian	PO Box 40	Allen	TX	75013-0043	844-922-2743
Applicant SageStream, LLC	PO Box 105108	Atlanta	GA	30348-5108	888-395-0277

You have a right under the Fair Credit Reporting Act to know the information in your credit file at the consumer reporting agency (or agencies). The reporting agency (or agencies) did not make our decision for us and cannot supply specific reasons for our decision. You have a right to a free copy of your report(s) from the consumer reporting agency (or agencies), if you ask no later than 60 days after you receive this notice. If you find that any information in the report(s) you receive is inaccurate or incomplete, you have the right to dispute the matter with the consumer reporting agency (or agencies).

Information about your credit score from TransUnion:

We obtained your credit score from TransUnion and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score: 476

Date: January 14, 2023

Scores range from a low of 250 to a high of 900

Key factors that adversely affected your credit score:

Serious delinquency, and public record or collection filed (Applicant)

Time since delinquency is too recent or unknown (Applicant)

Too few accounts currently paid as agreed (Applicant)

Proportion of balances to credit limits on bank/national revolving or other revolving accounts is too high (Applicant)

Inquires did impact the credit score but no derogatory information was found (Applicant)

If you have any questions regarding your TransUnion credit score, you should contact TransUnion at:

Address: P.O. Box 1000

Chester PA 19022

Toll-free telephone number: 800-888-4213



P.O. Box 183621
Arlington, Texas 76096-3621

Exhibit "B"

2 of 3 Pages

+ 0722496 000017025 09AMA2 00086807 612 792 4049

EVANDER LIVINGSTON

8324 NW 5TH CT
MIAMI FL 33150-2655



January 29, 2023
Reference: 946047335

Dear EVANDER LIVINGSTON,

Your application for credit was forwarded to us by H GREG COM. After careful review, we are sorry to advise you that we cannot approve your application on the specific terms requested by the dealer at this time. If you would like a statement of specific reasons why your application was denied, please contact us as shown below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

If we obtained information from a consumer reporting agency as part of our consideration of your application, its name, address, and toll-free telephone number is shown below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. You can find out about the information contained in your file (if one was used) by contacting:

Equifax Credit Information Services
P.O. Box 740040
Atlanta, GA 30374
800-555-4544

TransUnion CreditVision
Consumer Relations
P.O. Box 2000
Chester, PA 19016
800-916-8800

SageStream / LexisNexis
Risk Solutions C
P.O. Box 105108
Atlanta, GA 30348-5108
888-395-0277

We also obtained your credit score from Equifax Credit Information Services and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: 502

Date: 01/14/2023

Scores range from a low of 250 to a high of 900.

Key factors provided by the consumer reporting agency that adversely affected your credit score:

38 - Serious delinquency, and derogatory public record or collection filed

13 - Time since delinquency is too recent or unknown

10 - Proportion of balances to credit limits is too high on bank revolving or other revolving accounts

05 - Too many accounts with balances



Capital One Auto Finance
7933 Preston Road
Plano, TX 75024

Exhibit "B"

3 of 3 Pages

01/23/2023

Reference: 0242600244



EVANDER LIVINGSTON
8324 NW 5TH CT
MIAMI FL 33150

M211
000019023

Dear EVANDER LIVINGSTON,

On 01/14/23, HGREG MIAMI INC sent us an application for auto financing on your behalf. After reviewing the application and information from your credit report, we wanted to let you know that we cannot provide you with auto financing at this time. Here's why:

Applicant : There are too many delinquent past or present credit obligations

Applicant : Proportion of revolving account balance(s) to credit limit or high credit is too high

The only addition to your credit report will be an inquiry from us which was used to review your credit history.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian

P.O. Box 2002
Allen, TX 75013
(888) 397-3742

Equifax Information Services

P.O. Box 740241
Atlanta, GA 30374-0241
(800) 685-1111

TransUnion Consumer Solutions

P.O. Box 1000
Chester, PA 19016
(800) 888-4213

Sincerely,

Capital One Auto Finance

See next page for important disclosures

Exhibit "C" 1 of 3 Pages

EVANDER LIVINGSTON
8324 NW 5th CT
Miami, Florida 33150

Date: 01/21/2023

Experian Information Solutions, Inc.
P.O. Box 4500
Allen, Texas 75013

RE: Letter to REMOVE Inaccurate credit Information

The banking system is dependent upon fair and
Accurate Credit Reporting.

A Creditor May not treat a Payment on a Credit Card
Account under an open end consumer credit plan as late
For ANY PURPOSE.

I DEMAND the Accounts in the following updated to "PAID AS AGREED"
(1) SANTANDER CONSUMER USA Partial Acct # 3000024974119,000
(2) DISCOVER BANK Partial Acct # 601100452664,000
(3) 1ST PROGRESS/1ST EQUITY/TS Partial Acct # 544303000902,000
(4) CAPITAL ONE Partial Acct # 414709854806,000

I, EVANDER LIVINGSTON, holding Experian Information Solutions, Inc.,
Liable for DEFAMATION of Character by way of admission
TO INACCURATE and UNFAIR Credit Reporting,
Failure to obtain Permissible Purpose and willful noncompliance.

EVANDER LIVINGSTON All rights Reserved UCC1-308

1/24/23, 7:26 PM

Complaint Detail

Consumer Financial
Protection Bureau[\(https://www.consumerfinance.gov/\)](https://www.consumerfinance.gov/)[Start a new complaint](#)[All complaints \(.\)](#)

230121-10195168

Exhibit 'C' 2 of 3 Pages

OPEN

Submitted

STATUS

Submitted to the CFPB on 1/21/2023

PRODUCT

Credit reporting, credit repair services, or other personal consumer reports

ISSUE

Improper use of your report

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

As dated, 01/21/2023, THIS cause is for Defamation of Character (Libel), by way of admission to inaccurate and unfair credit reporting, failure to obtain permissible purpose, and willful noncompliance causing discriminatory acts to be taken upon I, EVANDER LIVINGSTON, such as denials for credit products, causing severe harm mentally and emotionally knowing the information inaccurate and invasion of privacy. See attachments. EVANDER LIVINGSTON ALL RIGHTS RESERVED UCC 1-308

ATTACHMENTS

[Experian Info. DEFAMATION of Character.pdf \(719.2 KB\)](#)

1/24/23, 7:26 PM

Complaint Detail

[View full complaint !\[\]\(90c859a17dbc6c3879e6b0c04b61632c_img.jpg\)](#)**✓ Sent to company***Exhibit "C" 3 of 3 Pages***STATUS**

Sent to company on 1/21/2023

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

**ADDITIONAL TOOLS AND RESOURCES**

[Credit Reports and Scores \(https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores\)](https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores)

[Privacy Act Statement](#)

[OMB #3170-0011](#)

[Note on user experience](#)

Exhibit "D" 1 of 4 Pages

EVANDER LIVINGSTON
8324 NW 5th St
Miami, Florida 33150

Date: 01/21/2023

Equifax, Inc.
P.O. Box 740256
Atlanta, GA 30374-0256

RE: Letter TO REMOVE Inaccurate Credit Information

The Banking System is dependent upon fair and accurate Credit Reporting.

A Creditor may NOT treat a Payment on a Credit Card Plan as late for ANY Purpose. See Truth-in-Lending Act.

I DEMAND the Accounts in following update to "PAID AS AGREED"

- (1) YAMAHA MOTOR FINANCE Account NUMBER 577981010269*
- (2) DISCOVER BANK Account NUMBER 601100452654*
- (3) First Progress Card Account Number 544303000902*
- (4) OpenSky Capital Bank Account Number 462192200166*

I, EVANDER LIVINGSTON, holding Equifax, Inc.,
Liable for DEFAMATION of Character by way of
Admission to INACCURATE and unfair credit reporting,
Failure to obtain PERMISSIBLE Purpose, and willful NONCOMPLIANCE

EVANDER LIVINGSTON All rights reserved UCC 1-308

1/24/23, 7:23 PM

Complaint Print



Consumer Financial
Protection Bureau

(<https://www.consumerfinance.gov/>)

Submit a complaint / Complaint filed

Your complaint

Complaint Number 230125-10219914

Exhibit "D" 2 of 4 Pages

Step 1

What product or service is your complaint about?

PRODUCT OR SERVICE

Credit reporting, credit repair services, or other personal consumer reports

TYPE

Credit reporting

Step 2

What type of problem are you having?

ISSUE

Improper use of your report

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

TYPE OF ISSUE

Reporting company used your report improperly

1/24/23, 7:23 PM

Step 3

Complaint Print

Exhibit 'D'
3 of 4 Pages

What happened?

This letter was written on 01/21/2023, to Equifax, Inc., and uploaded through the (CFPB) portal 01/24/2023, THIS cause is for Defamation of Character (Libel), by way of admission to inaccurate and unfair credit reporting, failure to obtain permissible purpose, and willful noncompliance causing discriminatory acts to be taken upon I, EVANDER LIVINGSTON, such as denials for credit products, causing severe harm mentally and emotionally knowing the information inaccurate and invasion of privacy. See attachments. EVANDER LIVINGSTON ALL RIGHTS RESERVED UCC 1-308.

I want the CFPB to publish this description on consumerfinance.gov so that others can learn from my experience.

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

What would be a fair resolution to this issue?

Remove the inaccurate information, negative information. I am holding Equifax, Inc., liable for DEFAMATION of Character. For every time I am DENIED credit I am holding Equifax, Inc. accountable until this information is REMOVED/DELETED. It is my intent to sue Equifax, Inc., for DEFAMATION in the United States federal district court for \$75,000.

1 attachment

View uploaded documents by clicking on the file name. Documents that pass virus scanning are typically available within 2 minutes of upload.

Equifax, Inc. - DEFAMATION of Character.pdf (767.1 KB)

1/24/23, 7:23 PM

Step 4

Complaint Print

Exhibit "D" 4 of 4 Pages

What company is this complaint about?

COMPANY INFORMATION

EQUIFAX, INC.

SOCIAL SECURITY NUMBER (LAST FOUR DIGITS)

8534

DATE OF BIRTH

10/18/1992

Step 5

What people are involved?

YOUR CONTACT INFORMATION

Evander Livingston

evanderlivingston@gmail.com

About us

We're the Consumer Financial Protection Bureau (CFPB), a U.S. government agency that makes sure banks, lenders, and other financial companies treat you fairly.

Learn how the CFPB can help you (<https://www.consumerfinance.gov/about-us/the-bureau/>)

USPS Tracking Number: 7021 2720 0002 6736 1886

Date: 02/22/2023

EVANDER LIVINGSTON
8324 NW 5TH
Miami, Florida 33150

Exhibit "E" 1 of 3 Pages

Santander Consumer USA, Inc.
P.O. Box 961245
Fort Worth, TX 76161-1245

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

RE: Reasonable Cause to Believe the Information Is Inaccurate pursuant to 15 U.S. Code § 1681s-2
Account Ending In: 4119

Dear Santander Consumer USA, Inc.,

A person shall NOT furnish information relating to a consumer reporting agency if the person knows or have reasonable cause to believe the information is inaccurate.

A person shall NOT furnish information relating to a consumer to ANY consumer reporting agency if the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate and the information is, in fact, inaccurate. See the Fair Credit Reporting Act of the United States federal law title 15 U.S. Code § 1681s-2(a)(1)(A)(B)(i)(ii).

I'm aware Santander Consumer USA, Inc is reporting "Charge off" status on my account which is in fact "income" according to the IRS. It is a violation of the FCRA to report "income" pursuant to 15 U.S. Code § 1681a(2)(i). In addition, you willfully failed to comply with the FDCPA pursuant to 15 U.S. Code 1692e(2)(A) in regards of the false representation of— the character, amount, or legal status of any debt which there are documentary evidence to prove such claim.

The correct status of my account is "PAID AS AGREED" with no late payments for any purpose See 15 U.S. Code § 1666b. In addition, there is a Finance Charge of \$20, 318.48 See 15 U.S. Code § 1605(a) it is impossible to have any "late payments" in connection with this transaction.

Any person who knowingly and willfully reports false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both. See 15 U.S. Code § 1681q.

Santander Consumer USA Inc failure to comply with this notice you will be held liable pursuant to 15 U.S. Code § 1681n & 15 U.S. Code § 1692k. This notice will take effect immediately. You have 10 days to comply and respond. \$500 (Per day) late fee will apply until all compliance are met with this notice. This notice is complying with 15 U.S. Code §1681s-2(i)(ii).

EVANDER LIVINGSTON ALL RIGHTS RESERVED UCC 1-308

Exhibit "E" 2 of 3 pages

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>Steve Cahoon </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>1. Article Addressed to: Santander Consumer USA, Inc. P.O. Box 961245 Fort Worth, TX 76161-1245 </p> <p>2. Article Number (Transfer from service label) 9590 9402 7655 2122 0543 68 7021 2720 0002 6736 1886 </p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

USPS TRACKING #



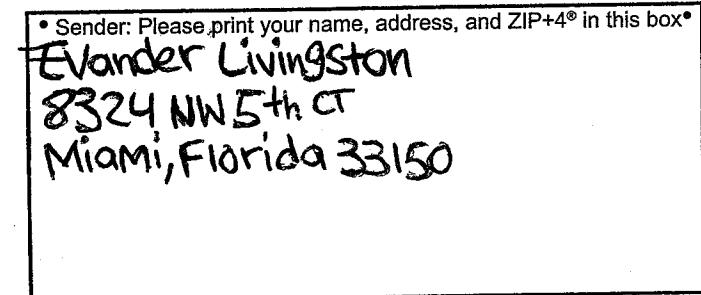
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7655 2122 0543 68

**United States
Postal Service**

- **Sender:** Please print your name, address, and ZIP+4® in this box.

Evander Livingston
8324 NW 5th CT
Miami, Florida 33150



وَلَمْ يَرْجِعْ إِلَيْهِ أَنْفُسُهُمْ إِنَّمَا يُرَأِيُّهُمْ أَنَّهُمْ يَرْجِعُونَ

Results (Continued)

Dispute

ITANDER CONSUMER USA Partial Acct # 3000024974119....												Status (Sep 2021) Account charged off.			
OX 961211 FORT WORTH TX 76161; (888) 222 4227												\$6,290 written off. \$5,349 past due as of Nov 2022.			
opened 021	Terms 73 Months	Recent balance \$5,349 as of Nov 2022	Payment history: Mar 2021 - Nov 2022												
Ass ID # 44416	Monthly payment Not reported	This account is scheduled to continue on record until Feb 2028.	2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
loan	Credit limit or original amount \$34,995	This item remained unchanged from our processing of your dispute in Aug 2022.	2021	OK	OK	OK	OK	OK	OK	ND	OK	ND	ND	OK	
nsibility	High balance Not reported	Recent payment \$17													
ual			Aug22	Mar22	Feb22	Dec21	Nov21	Oct21	Sep21	Aug21	Jul21	Jun21	May21	Apr21	
alance	\$5,367	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$6,290	\$37,682	\$37,029	\$36,530	\$36,045	\$35,546	
ent Received	05.06.22	10.19.21	10.19.21	10.19.21	10.19.21	10.19.21	10.19.21	09.24.21	No Data	No Data	No Data	No Data	No Data	No Data	
Payment Amount	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	\$754	\$754	\$754	\$754	\$754	\$754	
unt Paid	\$0	No Data	\$0	No Data	No Data	\$917	\$32,200	No Data	No Data	No Data	No Data	No Data	No Data	No Data	
Total amount of this account was \$34,995															



Dispute

ITANDER CONSUMER USA Partial Acct # 3000024974119....												Status (Sep 2021) Account charged off.			
OX 961211 FORT WORTH TX 76161; (888) 222 4227												\$6,290 written off. \$5,349 past due as of Jan 2023.			
opened 021	Terms 73 Months	Recent balance \$5,349 as of Jan 2023	Payment history: Apr 2021 - Jan 2023												
Ass ID # 44416	Monthly payment Not reported	This account is scheduled to continue on record until Feb 2028.	2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
loan	Credit limit or original amount \$34,995	This item was updated from our processing of your dispute in Jan 2023.	2022	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	
nsibility	High balance Not reported	Recent payment \$17	Aug22	Mar22	Feb22	Dec21	Nov21	Oct21	Sep21	Aug21	Jul21	Jun21	May21	Apr21	
ual			Aug22	Mar22	Feb22	Dec21	Nov21	Oct21	Sep21	Aug21	Jul21	Jun21	May21	Apr21	
alance	\$5,367	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$5,421	\$6,290	\$37,682	\$37,029	\$36,530	\$36,045	\$35,546	
ent Received	05.06.22	10.19.21	10.19.21	10.19.21	10.19.21	10.19.21	10.19.21	09.24.21	No Data	No Data	No Data	No Data	No Data	No Data	
Payment Amount	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	\$754	\$754	\$754	\$754	\$754	\$754	
unt Paid	\$0	No Data	\$0	No Data	No Data	\$917	\$32,200	No Data	No Data	No Data	No Data	No Data	No Data	No Data	
Total amount of this account was \$34,995															

7030-02-00-0001555-0005-0010438

Dispute Results (Continued)

Before Dispute

Exhibit "F" 2 of 2 Pages

DISCOVER BANK Partial Acct # 601100452654....
PO BOX 30939 SALT LAKE CITY UT 84130; (800) 347 2683

Status (Jul 2020) Account charged off.
\$1,224 written off. \$1,224 past due as of Jan 2023.

Date opened	Terms	Recent balance
Oct 2019	Not reported	\$1,224 as of Jan 2023
Address ID #	Monthly payment	This account is scheduled to continue on record until Oct 2026.
0072444416	Not reported	
Type	Credit limit or original amount	Comment
Credit card	\$1,000	Account previously in dispute - investigation complete, reported by data furnisher
Responsibility	High balance	This item remained unchanged from our processing of your dispute in Aug 2022.
Individual	\$1,232	

Payment history: Dec 2019 - Jan 2023

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	OK											
2022	OK											
2021	OK											
2020	OK											
2019												



	Dec22	Nov22	Oct22	Sep22	Aug22	Jul22	Jun22	May22	Apr22	Mar22	Feb22	Jan22	Dec21	Nov21
Account Balance	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224
Date Payment Received	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20
Scheduled Payment Amount	No Data													
Actual Amount Paid	No Data													

	Oct21	Sep21	Aug21	Jul21
Account Balance	\$1,224	\$1,224	\$1,224	\$1,224
Date Payment Received	01.12.20	01.12.20	01.12.20	01.12.20
Scheduled Payment Amount	No Data	No Data	No Data	No Data
Actual Amount Paid	No Data	No Data	No Data	No Data

Between Jul 2021 and Dec 2022, your credit limit/high balance was \$1,000

After Dispute

DISCOVER BANK Partial Acct # 601100452654....
PO BOX 30939 SALT LAKE CITY UT 84130; (800) 347 2683

Status (Jul 2020) Account charged off.
\$1,224 written off. \$1,224 past due as of Jan 2023.

Date opened	Terms	Recent balance
Oct 2019	Not reported	\$1,224 as of Jan 2023
Address ID #	Monthly payment	This account is scheduled to continue on record until Oct 2026.
0072444416	Not reported	
Type	Credit limit or original amount	Comment
Credit card	\$1,000	Account previously in dispute - investigation complete, reported by data furnisher
Responsibility	High balance	This item was updated from our processing of your dispute in Jan 2023.
Individual	\$1,232	

Payment history: Dec 2019 - Jan 2023

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023	OK											
2022	OK											
2021	OK											
2020	OK											
2019												

	Dec22	Nov22	Oct22	Sep22	Aug22	Jul22	Jun22	May22	Apr22	Mar22	Feb22	Jan22	Dec21	Nov21
Account Balance	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224
Date Payment Received	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20	01.12.20
Scheduled Payment Amount	No Data													
Actual Amount Paid	No Data													

	Oct21	Sep21	Aug21	Jul21
Account Balance	\$1,224	\$1,224	\$1,224	\$1,224
Date Payment Received	01.12.20	01.12.20	01.12.20	01.12.20
Scheduled Payment Amount	No Data	No Data	No Data	No Data
Actual Amount Paid	No Data	No Data	No Data	No Data

Between Jul 2021 and Dec 2022, your credit limit/high balance was \$1,000

If the reinvestigation does not resolve your dispute, you have the right to add a statement of up to 100 words to your file disputing the accuracy or completeness of the information.

If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to Experian including this information in every credit report we issue about you. You may contact the company that reports the information to us and dispute it directly with them. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly. You may provide us additional information or documents about your dispute to help us resolve it by visiting www.experian.com/upload. You may also mail your information to Experian, P.O. Box 9701, Allen, Texas 75013.

7030-02-00-0001555-0004-0010437

Dispute Results (Continued)

Before Dispute

1STPROGRESS/TSYS/VT Partial Acct # 544303000902.... Status (Feb 2022) Account charged off. \$108
PO BOX 9053 JOHNSON CITY TN 37615; No phone # available written off. \$68 past due as of Dec 2022.

Date opened Jan 2021	Terms Not reported	Recent balance \$68 as of Dec 2022	Payment history: Feb 2021 - Dec 2022											
Address ID # 0072444416	Monthly payment Not reported	This account is scheduled to continue on record until Mar 2028.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Type: Credit card	Credit limit or original amount \$200	Comment: Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).	2022	OK										
Responsibility Individual	High balance \$308	Comment: Account closed at credit grantor's request.	2021	OK										
		This item remained unchanged from our processing of your dispute in Aug 2022.												

Comment History

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).| Nov 2022 - Sep 2022

	Nov22	Oct22	Sep22	Aug22	Jul22	Jun22	Apr22	Apr22	Mar22	Feb22	Jan22	Dec21	Nov21	Oct21
Account Balance	\$68	\$68	\$68	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108
Date Payment Received	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21
Scheduled Payment Amount	No Data	\$0	\$0	\$0	\$0	\$0								
Actual Amount Paid	No Data	No Data	No Data	\$129	No Data	\$129	No Data	\$129	\$129	No Data				
	Sep21	Aug21	Jul21	Jun21	May21	Apr21	Mar21	Feb21						
Account Balance	\$308	\$268	\$227	\$185	\$143	\$261	\$219	\$39						
Date Payment Received	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	No Data	No Data	No Data						
Scheduled Payment Amount	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$39						
Actual Amount Paid	No Data	No Data	No Data	No Data	\$129	No Data	No Data	No Data						

Between Feb 2021 and Nov 2022, your credit limit/high balance was \$200

After Dispute

1STPROGRESS/TSYS/VT Partial Acct # 544303000902.... Status (Feb 2022) Account charged off. \$108
PO BOX 9053 JOHNSON CITY TN 37615; No phone # available written off. \$68 past due as of Feb 2023.

Date opened Jan 2021	Terms Not reported	Recent balance \$68 as of Feb 2023	Payment history: Feb 2021 - Feb 2023											
Address ID # 0072444416	Monthly payment Not reported	This account is scheduled to continue on record until Mar 2028.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Type: Credit card	Credit limit or original amount \$200	Comment: Account closed at credit grantor's request.	2023	OK	OK									
Responsibility Individual	High balance \$308	This item was updated from our processing of your dispute in Feb 2023.	2022	OK										
	Recent payment \$129		2021	OK										
	Dec22	Nov22	Oct22	Sep22	Aug22	Jul22	Jun22	Apr22	Apr22	Mar22	Feb22	Jan22	Dec21	Nov21
Account Balance	\$68	\$68	\$68	\$68	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108
Date Payment Received	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21
Scheduled Payment Amount	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	\$0	\$0	\$0	\$0	\$0
Actual Amount Paid	No Data	No Data	No Data	No Data	\$129	No Data	\$129	No Data	\$129	No Data				
	Oct21	Sep21	Aug21	Jul21	Jun21	May21	Apr21	Mar21	Feb21					
Account Balance	\$108	\$308	\$268	\$227	\$185	\$143	\$261	\$219	\$39					
Date Payment Received	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	04.07.21	No Data	No Data	No Data				
Scheduled Payment Amount	\$0	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$39					
Actual Amount Paid	No Data	No Data	No Data	No Data	No Data	\$129	No Data	No Data	No Data					

Between Feb 2021 and Dec 2022, your credit limit/high balance was \$200

7030-02-00-0001555-0004-0010437



000000864-DISC
EVANDER LIVINGSTON
8324 NW 5TH CT
MIAMI, FL 33150-2655



Exhibit "G" 1 of 3 Pages

CREDIT FILE : February 06, 2023

Confirmation # 30275

Dear EVANDER LIVINGSTON,

We are pleased to let you know the results of the dispute you recently filed with Equifax are complete. Here are a few things to know about the process:

Were changes made to my credit report and what actions were taken?

Please see the following page(s) for more detailed information on your specific results.

If we were able to make changes to your credit report biased on the information you provided, we have done so. Otherwise, we contacted the company reporting the information to Equifax for them to investigate your dispute.

In this situation:

- We request that the reporting company verify the accuracy of the information you disputed;
- We provide them with any relevant information and supporting documentation you provided us with the dispute to consider as part of the investigation; and
- We request that they send Equifax a response to your dispute and update their records and systems, as necessary.

If your dispute involves a public record item, Equifax contacts a third party vendor to obtain the most recent status of the public record.

How do I know that all of this is happening?

When the reporting company replies to us, they certify that they have followed Equifax's instructions and the law; considered all information and documentation provided; and updated your information, as necessary.

What should I do if I do not agree with the results of the investigation?

You have a few options:

- You may add a statement of up to 100 words (200 words for Maine residents) to your credit report. If you provide a consumer statement that contains

(Continued On Next Page)

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P.O. Box 105518
Atlanta, GA 30348

0000002806 FECAC0000020623073792 01 000000 000864 005
EVANDER LIVINGSTON
8324 NW 5TH CT
MIAMI, FL 33150-2655

0000002806 FECAC0000020623073792 01 000000 000864 005

00002806 07522 0003-0005 DÉCA0000020623073797 00 L 00000864

Historical Account Information							Activity Designator
Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit Limit	Credit Limit Past Due	Amount Past Due	
04/21	\$ 219	\$ 40		\$ 219	\$ 200		Credit Card
03/21	\$ 39	\$ 39		\$ 191	\$ 200		Credit Card
02/21	\$ 39			\$ 191	\$ 200		Credit Card

>>> **We have researched the credit account Account # - *2242 The results are:** ADDITIONAL INFORMATION HAS BEEN PROVIDED FROM THE ORIGINAL SOURCE REGARDING THIS ITEM. THIS CREDITOR HAS VERIFIED TO OUR COMPANY THAT THE CURRENT STATUS IS BEING REPORTED CORRECTLY. THIS CREDITOR HAS VERIFIED TO OUR COMPANY THAT THE PRIOR PAYING HISTORY IS BEING REPORTED CORRECTLY. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *ADDITIONAL INFORMATION *HISTORICAL ACCOUNT INFORMATION. If you have additional questions about this item please contact: **DISCOVER B, PO BOX 30939, SALT LAKE CITY, UT 84130-0939**

Discover Bank PO Box 3039 Salt Lake City UT 84113-0939									
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification	
*2242	10/04/2019	\$ 1,000		Monthly		34			
Date of Last Reported Update	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of last Activity	Date Mat. Del.	
02/06/2023	\$ 1,224	\$ 1,224	01/2020			1/12/2019	1/12/2019	1st/Rpd	
Status	Type of Account	Type of Loan	Whose Account	Deferred Pay Amount	Charge Off Amount	Start Date	Balloon Pay Amount	Balloon Pay Date	
Charge Off	Revolving	Credit Card	Individual Account					Closed	

ADDITIONAL INFORMATION

Account History with Status Codes								
	12/2022	1/2022	10/2022	09/2022	08/2022	07/2022	06/2022	05/2022
1	L	L	L	L	L	L	L	L
2	02/2022	01/2022	12/2021	11/2021	10/2021	09/2021	08/2021	07/2021
3	L	L	L	L	L	L	L	L
4	04/2021	02/2021	12/2020	11/2020	10/2020	09/2020	08/2020	07/2020
5	04/2020	03/2020	02/2020	01/2020				
6	3	2	1					

Exhibit "G" 2 of 3 pages

(Continued On Next Page)
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00002806 07522 0003-0005 DECA00000020623073797 00 L 00000864

Historical Account Information							Activity Designator		
Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit Limit	Credit Limit	Amount Past Due			
01/23	No Data Available		04/01/2021		\$ 200	\$ 68	Credit Card	Closed	
12/22	\$ 68			04/01/2021		\$ 200	\$ 68	Credit Card	Closed
11/22	\$ 68			04/01/2021		\$ 200	\$ 68	Credit Card	Closed
10/22	\$ 68			04/01/2021		\$ 200	\$ 68	Credit Card	Closed
09/22	\$ 68			04/01/2021		\$ 200	\$ 68	Credit Card	Closed
08/22	No Data Available								
07/22	No Data Available								
06/22	No Data Available								
05/22	No Data Available								
04/22	\$ 108		04/01/2021		\$ 200	\$ 108	Credit Card	Closed	
03/22	\$ 108		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
02/22	\$ 108		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
01/22	\$ 108		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
12/21	\$ 108		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
11/21	\$ 108		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
10/21	\$ 308		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
09/21	\$ 268		04/01/2021		\$ 200	\$ 200	Credit Card	Closed	
08/21	\$ 227		04/01/2021		\$ 200	\$ 261	Credit Card		
07/21	\$ 185		04/01/2021		\$ 200	\$ 261	Credit Card		
06/21	\$ 143		04/01/2021		\$ 200	\$ 261	Credit Card		
05/21	\$ 261		04/01/2021		\$ 200	\$ 261	Credit Card		

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What else should I know?

If there has been a change to your credit report based on your dispute, or if you add a consumer statement, you may request that Equifax send an updated report to companies who received your credit report within the last two years for employment purposes, or within the last six months for any other purpose (the past 12 months for residents of California, Colorado, Maryland, New York and New Jersey residents).

For more information on how to ask for a free credit report or to file a dispute, please visit [Equifax](https://help.equifax.com/) at <https://help.equifax.com/>.

As always, we thank you for contacting Equifax and the results of your dispute are on the pages following this letter.

How should I read my dispute results?

To better assist you with understanding the results of your dispute, please review the information below.

- If an item states "Deleted", we have removed it from your credit report and taken steps so it does not reappear.
- If an item states "**Verified as Reported**", the reporting company has certified it is reporting accurately.
- If an item states "Updated", we have updated one or more fields on the item based on information received from the reporting company.

Updated disputed account information only: The information you disputed has been updated

Updated disputed account information. To determine account status, see other information on this item.

Disputed information accurate. Updated account information unrelated to the dispute. The information you submitted, however, information unrelated to your dispute has been updated.

Consumer's dispute not specific. Consumer Information verified. Account information updated. Information on your report has been updated.

The Results of Our Reinvestigation

CULTURAL ACCOMMODATION

Credit Accounts (Institution) *(This section includes open and closed accounts reported by credit grantors)*

Credit Account Information (For your security, the last 4 digits of account numbers have been replaced by *)		This section includes open and closed accounts reported by credit grantors	
Account History	Status Code	Descriptions	
1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender	
2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession	
3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off	
4 : 120-149 Days Past Due	H : Foreclosure		

>>> *The information you disputed has been updated as well as other information on this item. Account # - *8398 The results are: ADDITIONAL INFORMATION HAS BEEN PROVIDED FROM THE ORIGINAL SOURCE REGARDING THIS ITEM. THIS CREDITOR HAS VERIFIED TO OUR*

(Continued On Next Page)
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